

FY 96

Environmental Performance
Partnership Agreement

Oklahoma Department of
Environmental Quality

and

U. S. Environmental
Protection Agency
Region 6

ENVIRONMENTAL PERFORMANCE PARTNERSHIP AGREEMENT
between
THE OKLAHOMA DEPARTMENT of ENVIRONMENTAL QUALITY
and
REGION **SIX** of THE ENVIRONMENTAL PROTECTION AGENCY

PREAMBLE

This agreement represents a new evolving approach to the federal/state relationship in our joint effort to protect and enhance our **natural** environment. This evolving approach was memorialized in an agreement between the Administrator and the Deputy Administrator of the Environmental Protection Agency (ERA) and the President and Vice President of the Environmental Council of the States (**ECOS**). That document outlined a process for differential oversight entitled **the** National **Environmental** Performance Partnership System (**NEPPS**).

This agreement between the Oklahoma Department of Environmental Quality (DEQ) and the Environmental Protection Agency (**EPA**), while drawing heavily on the NEPPS concept, **addresses** what the signatories to the agreement believe is more a **fundamental** and comprehensive issue than that of oversight reform. This agreement is an attempt by its parties to set out a process which will redefine the existing partnership between DEQ and EPA. We believe that this redefinition will lead to a higher utilization of existing resources by establishing co-equal, distinct **yet** interdependent roles for both federal and state partners.

This agreement represents a fundamental shift in the roles of both **the** federal and state partners. The maturity of DEQ programs, the **growing** respect by DEQ of EPA's desire for appropriate change and our growing history of partnership activities have set **the** stage for this agreement. We recognize **that** there may be both internal and external barriers to partnership **redefinition**. We are committed to working together to identify and reduce those barriers.

I. Covered Programs

The programs covered under this agreement are:

For FY 96 and beyond:

Safe Drinking Water Act •

The DEQ portion of the Underground Injection Control Program
Public Water Supply

Resource Conservation and Recovery Act

Comprehensive Environmental Response, Compensation and Liability Act (**Superfund**)

For FY 97 and beyond:

All direct DEQ/EPA programs

II. Partnership Roles

At its core, this agreement is an effort to determine the roles' that both DEQ and EPA will play in the protection of the natural environment in the state of Oklahoma, and to eliminate wasteful, **duplicative** efforts of the parties to the agreement.

DEQ and EPA recognizes the primary role of DEQ in administering Federal environmental programs delegated to ~~the~~ State under Federal **law**, **and** in carrying out State programs prescribed under State law. Beyond this, EPA recognizes the commitment of DEQ to using all of its authorities **to** protect the natural environment on behalf of the citizens of Oklahoma. EPA commits to use its available resources to support **DEQ's** environmental protection activities. While the specifics of **this** agreement will be developed within the objective based program plans, the parties agree to the following basic partnership **roles**.

DEQ

- Permit review and determination
- Facility inspection
- Administrative and civil law enforcement
- Customer services and assistance
- Targeted outreach and compliance
- Compliance assistance
- Environmental education

EPA

- Permit peer review
- Criminal** enforcement
- Training of DEQ personnel
- Standards setting in cooperation with **DEQ**
- Technical assistance to DEQ
- Interstate issues
- Working partnership activities as mutually determined

HI. Program Partnership

The base of this agreement is the commitment made by DEQ in the delegation of **federal** programs to the agency. DEQ recommit to carry out the provisions of those **delegation/** authorization agreements. This agreement serves as a guide to implementation, but does not supersede any existing Federal Statute, regulation, cooperative program agreements or agreements in support of program delegations.

Both DEQ and EPA believe that enhanced partnering goes beyond the general provisions of the delegation agreements. DEQ and EPA are committed to the joint **planning** process where State program plans will consider national priorities and **statutorily** required core program commitments.

EPA and DEQ recognize that national priorities will be tailored to address the particular needs of a Region or State. EPA and DEQ will manage appropriate processes relative to national priorities. DEQ has developed a variety of management systems **including** an objective based program plan for its agency activities. Since these program plans will replace EPA categorical **workplans**, it is **extremely** important that DEQ and EPA work together to accomplish the objectives of the program plans. **Therefore**, DEQ will provide EPA with access to all its management systems including its annual agency program plan. Using these management systems and following input from the DEQ, EPA will determine its role in assisting DEQ in fulfilling the objectives of its program plan. It is clear that only through this **basis** for communication can the partners

determine the most effective and efficient use of total resources to accomplish our mutual **goals**. While neither DEQ or EPA has veto authority over the other **partner's** portion of the program plan, **EPA** retains its statutory responsibilities over those programs for which Federal funds are provided based on statutory, non-negotiable core program requirements. **With** respect to enforcement responsibilities and pursuant to Federal law, EPA can not forego its **role, especially** in an area where the federal government has enforcement primacy and DEQ has no delegated federal authority. In cases where DEQ has program primacy, EPA will defer to DEQ whenever possible. **In** those rare cases where EPA is in possession of **information** that strongly suggests a different outcome in a potential enforcement matter than that proposed by the DEQ, EPA will actively share that information and actively work with the DEQ to resolve not only that **case**, but future repetitions of the problem as well. Before taking any actions associated **with** compliance assistance and civil enforcement activities in the state of Oklahoma, EPA will provide a timely opportunity for review and discussion by the State. DEQ and EPA realize that FT 96 is a pilot year and that adjustments **to** this agreement may be necessary as continuous improvement to the partnership is pursued.

DEQ produces quarterly reports **to** help manage its processes. DEQ will provide EPA with access to **those** quarterly reports as well as the final annual program plan report and all **other** management reports within the agency. As importantly, EPA will provide to DEQ a report detailing its activities in support of the DEQ program **plans**. Periodically but at least annually, EPA and DEQ staff **will** meet to determine methods of continuous **improvement to the** partnership. DEQ and EPA are committed to timely resolution of disputes. In the unlikely event that a dispute arises, empowerment for resolution will occur at the lowest level with escalation of the management chain where appropriate. Notification of disputes will be made to Division Directors.

IV. Electronic Partnering

DEQ commits to make all of its databases and other delegation activities available to EPA under "real time" conditions. With this degree of access, DEQ and EPA are uniquely positioned to partner in making environmental decisions. Access to DEQ data and the **"side by side"** working relationship are the primary **methods** of ongoing oversight of agency activities. In the event a program lacks access to a national program data **base**, substitute reporting **will** be developed.

V. Working Partnerships

Within **the** limits of existing **resources**, DEQ and EPA will adopt a **"side by side"** approach to managing the EPA's need for oversight and input to the Oklahoma program. DEQ and EPA will mutually identify those areas where **Regional personnel** could come to Oklahoma and, working with DEQ personnel, not only assist with environmental management duties but accomplish oversight. Additionally DEQ and EPA **will** seek a more permanent "side by side" relationship through the **Inter governmental** Personnel Act.

VI. Customer Service Partnerships

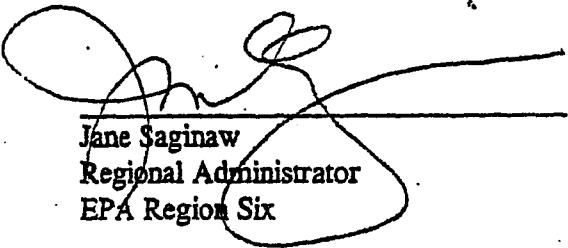
DEQ and EPA agree to **support** customer services and encourage, as mutually agreed, such activities as **"steam teams"**, regional consensus teams and conference calls.

VII. Partnership for Environmental Indicators

DEQ and Region 6 agree to mutually investigate the use of environmental indicators. Initially, indicator


development will be as a direct consequence of direct access to DEQ data by EPA. Utilization of the data will involve prior mutual agreement as to the representation of such indicators. Any future indicator beyond those developed from existing data will be mutually agreed up by DEQ and EPA.

This agreement is to go into effect on the date of consummation and negotiation for modification or **termination** may commence with a thirty (30)-day notification.



Jane Saginaw
Regional Administrator
EPA Region Six

May 14, 1996
Date



Mark S. Coleman
Executive Director
Oklahoma Department of
Environmental Quality

5-20-96
Date

